

EXHIBIT C

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11 WBCMT 2006-C27 PLUMAS STREET, LLC

12
13 **IN THE SECOND JUDICIAL DISTRICT COURT OF**
14 **THE STATE OF NEVADA IN AND FOR THE**
15 **COUNTY OF WASHOE**

16 WBCMT 2006-C27 PLUMAS STREET, LLC
17 a Nevada Limited Liability Company,

18 Plaintiff,

19 vs.

20 TEE INVESTMENT COMPANY, LIMITED
21 PARTNERSHIP, a Nevada limited partnership;
22 and DOES 1 through 50, inclusive,

23 Defendants.

CASE NO.: CV10-01355

DEPT. NO.: 1

Hearing: June 7, 2010

Time: 9:00 a.m.

Judge: The Honorable Janet Berry
75 Court Street, Dept. 1
Reno, Nevada

24 **ORDER APPOINTING RECEIVER AND**
25 **GRANTING PRELIMINARY INJUNCTION**

26 This matter came before the Court upon the Motion for an Order Appointing Receiver filed
27 by plaintiff WBCMT 2006-C27 PLUMAS STREET, LLC ("Plaintiff") for the appointment of a
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1 receiver for certain real and personal property located at 6155 Plumas Street, in the City of Sparks,
 2 Washoe County, Nevada (the "Real Property Collateral" or "Property") under the authority of NRS
 3 § 107.100 and other applicable law. The Court has reviewed the *Ex Parte* Application for an Order
 4 Appointing Receiver, the supporting declarations, the Verified Complaint filed herein, and other
 5 relevant documents.

6 The Court finds and concludes as follows:

7 The appointment of a receiver is necessary: (a) to take possession of, protect, and conserve
 8 the Real Property Collateral, which consists of an apartment complex; (b) to collect any and all rents,
 9 issues, profits or other income arising from or related to the Real Property Collateral and apply said
 10 rents to property tax payments, insurance payments, and debt service payments to Plaintiff; (c) to
 11 take control of all accounts and all books and records relating to the Real Property Collateral; (d) to
 12 take necessary steps in the normal and ordinary course of managing, operating, and maintaining the
 13 Real Property Collateral; (e) to issue Receiver Certificates as necessary to manage, operate and
 14 maintain the Real Property Collateral; and (f) to perform other duties as required by the Court.

15 Further, a preliminary injunction is necessary in order to (a) ensure the turnover of the Real
 16 Property Collateral and all related accounts and records to the receiver; (b) prevent waste on the Real
 17 Property Collateral; (c) prevent the diversion or misuse of the rents or other income from the Real
 18 Property Collateral; (d) prevent interference with the discharge of the receiver's duties; (e) prevent
 19 the unauthorized sale, transfer, encumbrance, disposition or concealment of the Real Property
 20 Collateral without a prior Court order; and (f) prevent impairment of the preservation of the Real
 21 Property Collateral or Plaintiff's interest in the Real Property Collateral.

22 NOW, THEREFORE, for good cause appearing,

23 IT IS HEREBY ORDERED that:

- 24 1. Receiver. Mr. Terrence S. Daly ("Receiver") is appointed as receiver to take
 25 possession of the Real Property Collateral described in Exhibit 1 hereto.
- 26 2. Receiver's oath and bond. The Receiver shall promptly execute and file a Receiver's
 27 oath. The Receiver is not required to post a bond with the Clerk of Court.
- 28 3. Receiver's fees. The Receiver may charge for the Receiver's services no more than

1 \$250.00 per hour.

2 4. Management company. The Receiver may employ the management company
3 Holland Residential, LLC or its affiliate Holland Partner Group for asset management services.
4 Management company fees shall be no more than 3.5% of gross rental income, subject to a
5 minimum of \$3,500 per month and a start up fee of \$5,000.

6 5. Disclosure. The Receiver shall immediately disclose to all parties any financial
7 relationship between the Receiver and any company hired to assist in the management of the Real
8 Property Collateral.

9 6. General duties. After appointment, the Receiver:

- 10 a. shall take possession of and manage the Real Property Collateral,
- 11 b. shall collect the rents, issues, profits, and income from the Real Property
12 Collateral,
- 13 c. shall care for the Real Property Collateral and may incur the expenses
14 necessary for that care,
- 15 d. may change the locks on the Real Property Collateral, and
- 16 e. may open mail addressed to Defendant or concerning the Real Property
17 Collateral or the Additional Property.

18 7. Possession of Property and Turnover of Information. Subject to the provisions of
19 paragraph 32, and without limiting the generality of the provisions of the immediately preceding
20 paragraph of this Order, the Receiver upon appointment shall promptly take possession of, and
21 Defendant shall turnover the following:

- 22 a. Property: the Real Property Collateral, and all Defendant's assets, files,
23 papers, records, documents, keys, monies, checks, securities, books of account, insurance policies,
24 service contracts, permits, licenses, plans, appraisals, engineering and environmental reports, utility
25 deposits and/or bonds, security deposits, rent rolls, and all other property, real, personal, or mixed
26 relating to the Real Property Collateral, including without limitation, any rents and security deposits
27 previously received with respect to the Real Property Collateral to the extent that any such sums are
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1 in any accounts maintained with respect to the Real Property Collateral (collectively, the “Additional
2 Property”);

3 b. Property Information: a current rent roll, an aged delinquency list of past due
4 rents, a list of major maintenance equipment, a list of employees (including but not limited to name,
5 job title, pay rate and benefits), a list of all telephone numbers associated with the Property,
6 information concerning any alarm system (including but not limited to certifications, passwords and
7 codes), a list of utility information (including but limited to company names and account/meter
8 numbers, and information on any deposits being held by the utility company), information regarding
9 current real estate tax bills and any assessment notices (including but not limited to copies of such
10 bills and notices), a list of vendors and an open invoice list, accounting or other software used in the
11 management and/or operation of the Property (including but not limited to passwords and codes and
12 employee social security numbers), and any other information relating to the management or sale or
13 other disposition of the Property (the “Property Information”); and

14 c. Housing Assistance Information: without limiting the generality of the
15 foregoing, all documents related to government assistance housing programs (the “Housing
16 Assistance Programs”), including but not limited to (1) IRS Section 42 tax credit program
17 documents, including but not limited to compliance documentation, all reports and/or reporting
18 documents; (2) documentation of current property tax exemption; (3) Form 8609 Low Income
19 Housing Credit Allocation Certifications; (4) Form 8823 Low Income Housing Credit Agencies
20 Report of Noncompliance or Building Disposition; (5) documents identifying placed in service dates
21 and building identification numbers; (6) extended use agreements; (7) documents identifying or
22 related to any Home Investment Partnership Program (HOME) funds provided to the Property and/or
23 Property owner; (8) documents identifying or related to any Low Income Housing Trust Fund
24 Program (LIHTF) funds provided to the Property and/or Property owner; (9) documents identifying
25 or related to Low Income Housing Tax Credit (LIHTC) funds and/or credits provided to the Property
26 and/or Property owner; (10) reporting documents for HOME/LIHTF funds; (11) annual monitoring
27 reports from Nevada Housing Division (NHD); (12) rent schedules for LIHTC/HOME/LIHTF;
28 (13) documents regarding income limits for LIHTC/HOME/LIHTF documents identifying the

breakdown of units by program type; (14) utility allowance schedules, documents providing status of certifications and re-certifications; (15) documents identifying which units are receiving Housing Choice Voucher Program assistance and/or public housing authority assistance; (16) most recent NHD annual reports; (17) Affirmative Fair Housing Marketing Plan (AFHMP) with documentation compliance, Defendants' tenant selection criteria and any waiting lists for subsidized units; and (18) access to NHD Certification On Line (COL) system (collectively, the "Housing Assistance Information").

The Receiver shall retain custody of all of the foregoing until further order of the Court. Defendant and all other persons or entities now or hereafter in possession of the Property, or any part thereof, except for tenants occupying the Property, but including, without limitation, any property management company or agent retained by Borrower ("Prior Management Agent"), any agents of Prior Management Agent and third-party managers engaged by Prior Management Agent, shall surrender possession of all of the foregoing to Receiver, and are otherwise instructed to cooperate fully with Receiver in the exercise of its duties hereunder. Plaintiff, Defendant and their respective employees and agents shall have access to above records and documents upon reasonable notice and during business hours.

8. Prohibited agreements. The Receiver shall not enter into an agreement with any party to this action about the administration of the receivership or about any post-receivership matter.

9. Inventory. Within 30 days after qualifying, the Receiver shall file an inventory of all property possessed under this order.

10. Expenditures. The Receiver shall expend money coming into the Receiver's possession to operate and preserve the Real Property Collateral and only for the purposes authorized in this order. Unless the Court orders otherwise, the Receiver shall to the extent practical hold the balance in interest-bearing accounts. The Receiver shall provide not less than one business day's prior written notice, via email to counsel of record for Plaintiff and Defendant, of the Receiver's intent to incur any expense or obligation in excess of \$10,000, provided that in an emergency the Receiver is authorized to take such actions and incur such expenses and obligations as are necessary and appropriate and shall provide prior or subsequent email notice at the earliest opportunity subject

1 to affirmation by the Court at a hearing that the Receiver shall schedule within five business days of
 2 such emergency expense or obligation, which may be a telephonic hearing. Any party objecting to
 3 an expense or obligation shall so notify the Receiver immediately by email and shall attempt to
 4 resolve such issue in meet and confer session(s) with opposing counsel and/or the Receiver, as
 5 appropriate. If no consensual resolution is reached then either party or the Receiver may bring the
 6 matter before the Court for further instructions on a telephonic basis. Any person required to be
 7 notified by email may request, in addition, to be notified by telephone or facsimile.

8 11. Leases and rentals. The Receiver may without Court approval enter into leases for a
 9 term not exceeding one year, obtain and evict tenants, and set and modify the amounts and terms of
 10 leases.

11 12. Security deposits. Any security or other deposits which tenants have paid to
 12 Defendant or its agents and which are not paid to the Receiver, and over which the Receiver has no
 13 control, shall be obligations of the Defendant and may not be refunded by the Receiver without an
 14 order of this Court. Any other security or other deposits that tenants have paid or may pay to the
 15 Receiver, if otherwise refundable under the terms of their leases or agreements with the Receiver,
 16 shall be refundable by the Receiver in accordance with the leases or agreements.

17 13. Monthly accounting of Receiver's income, expenses, and fees.

18 a. The Receiver shall each month prepare and serve on the parties, but not file,
 19 an accounting of the income and expenses incurred in the administration of the receivership for the
 20 Real Property Collateral, including the Receiver's fees and expenses.

21 b. The Receiver is authorized to endorse checks payable to Defendant, to send
 22 notice to accounts receivable debtors of Defendant directing the same to make payments due to the
 23 Defendant which are part of the Property or the proceeds thereof to the Receiver, to undertake
 24 whatever actions are reasonable or necessary to collect the accounts receivable of Defendant, and to
 25 compromise the amounts owing from account debtors of the Defendant if in the Receiver's
 26 reasonable business judgment it is appropriate to do so.

27 c. The Receiver may pay the Receiver's own fees and expenses only by the
 28 following procedures:

1 (1) By serving on all parties a notice of intent to pay to which no objection
2 is served on the Receiver within 10 days of the date the notice is served; or

3 (2) By serving and filing a request for interim payment, which the Court
4 then approves, which request for interim payment does not need to be noticed as a motion, but may
5 be signed by the Court within ten days of filing; or

6 (3) By obtaining and filing an agreement among all the parties approving
7 the payment, which the Court then approves; or

8 (4) By filing the Receiver's final accounting and report, which the Court
9 then approves.

10 c. The Receiver shall not reimburse the Receiver for the Receiver's general
11 office administration expenses or overhead without Court approval. These expenses include, for
12 example, office supplies and employee payroll, benefits, and taxes.

13 14. Management.

14 a. The Receiver shall operate the Real Property Collateral, take possession of all
15 accounts and all books and records relating to the Real Property Collateral, and has authority to
16 change signatures to the Receiver on signature cards for existing accounts, and transfer existing
17 accounts, or funds in existing accounts, into account(s) set up by Receiver.

18 b. The Receiver may

19 (1) employ agents, employees, clerks, accountants, and property managers
20 to administer the receivership Real Property Collateral, and

21 (2) purchase materials, supplies, and services reasonably necessary to
22 administer the receivership Real Property Collateral,

23 (3) undertake any course of action deemed appropriate by Receiver, in his
24 exercise of commercially reasonable business judgment, in order to facilitate environmental
25 investigation and potential remediation at the Real Property Collateral, if needed.

26 c. The Receiver may do all the things, and incur the risks and obligations,
27 ordinarily done or incurred by owners, managers, and operators of businesses and property similar to
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1 that possessed by the Receiver, except the Receiver shall not make any capital improvements to the
2 Real Property Collateral without prior Court approval.

3 15. Tax Returns. The Receiver shall have no obligation to prepare or file tax returns on
4 behalf of Borrower.

5 16. Utility and Other Services. Receiver shall not be responsible for payment of any
6 utility bills (including without limitation, electricity, gas, water, sewage, garbage, television/cable
7 and telephone), unpaid payroll expenses, unpaid service vendor invoices, unpaid supply vendor
8 invoices or other unpaid invoices incurred by, or the benefit of, the Property prior to the Receiver's
9 taking possession of the Property. By telephonic arrangement of a hearing with Chambers, the
10 Receiver may apply to the Court for a temporary restraining order or injunction in the event that any
11 utility company or other provider of utility service, including without limitation, electricity, gas,
12 water, sewage, garbage, television/cable and telephone demands additional deposits or proposes to
13 discontinue service. The Receiver is authorized to open new customer accounts with each utility that
14 provides services to the Real Property Collateral, or require Defendants to name Receiver as an
15 authorized user of any of the existing utility accounts for the Property.

16 17. Bank accounts. The Receiver

17 a. may establish accounts at any financial institutions insured by an agency of
18 the United States government that are not parties to this proceeding,

19 b. shall deposit in those accounts funds received in connection with the
20 receivership Real Property Collateral, and

21 c. shall deposit in interest-bearing accounts money not expended for receivership
22 purposes.

23 18. Receiver Certificates. Upon notice to Defendant and Plaintiff and after a hearing,
24 which may be telephonic, the Receiver, if necessary to manage, operate, and maintain the Real
25 Property Collateral, may issue certificates to evidence loans or advances under already existing
26 credit arrangements, which will be payable solely from the receivership estate. Such certificates
27 may be given priority over all other expenses of the receivership and may be secured by liens on the
28 receivership assets.

1 19. Intentionally Omitted.

2 20. Rent Voucher Payments. All Section 8 rent voucher payments and all rent voucher
3 payments from Housing Assistance Programs, including but not limited to the Reno Housing
4 Authority, whether for rent due after the Receiver takes possession of the Real Property Collateral or
5 unpaid rents that were due prior to the Receiver's possession must be paid to the Receiver until the
6 Receiver is discharged.

7 21. Housing Assistance Information. To the extent that Defendants do not provide the
8 Housing Assistance Information, Receiver may such information from the appropriate Housing
9 Assistance Authorities, including but not limited to the Reno Housing Authority. The Housing
10 Assistance Authorities are hereby authorized to release such Housing Assistance Information to
11 Receiver.

12 22. Court instructions. The Receiver and the parties may at any time apply to this Court
13 for further instructions and orders and for additional powers necessary to enable the Receiver to
14 perform the Receiver's duties properly.

15 23. Insurance.

16 a. The Receiver shall determine upon taking possession of the Real Property
17 Collateral whether there is sufficient insurance coverage.

18 b. The Receiver shall notify the insurer that the Receiver and Plaintiff are to be
19 named as an additional insured on each insurance policy on the Real Property Collateral.

20 c. If the Receiver determines that the Real Property Collateral does not have
21 sufficient insurance coverage, the Receiver shall immediately notify the parties and shall procure
22 sufficient all-risk and liability insurance on the Real Property Collateral (excluding earthquake and
23 flood insurance).

24 d. If the Receiver does not have sufficient funds to obtain insurance, the
25 Receiver shall seek instructions from the Court on whether to obtain insurance and how it is to be
26 paid for.

27 24. Employment of attorneys. (a) Before employing legal counsel, the Receiver shall
28 apply to the Court for authority to employ such attorney, except that the Receiver may, without

1 further order of this Court, (i) employ unlawful detainer attorneys and eviction services, and (ii)
 2 employ an attorney to provide bankruptcy advice pursuant to paragraph 31 below. (b) Any
 3 application for employment of persons not already authorized by this Order must be in writing and
 4 must state: (i) the necessity for the employment; (ii) the name of each person whom the receiver
 5 proposes to employ; and (iii) that such person is not the attorney for any party, is not associated with
 6 or employed by an attorney for any party, and is not an employee of any party.

7 25. Taxpayer ID numbers. The Receiver may use any federal taxpayer identification
 8 numbers relating to the Real Property Collateral for any lawful purpose.

9 26. Duty to turn over possession. Upon receipt of a copy of a recorded trustee's deed
 10 upon foreclosure or written notice from Plaintiff that Defendant has cured the defaults existing under
 11 Plaintiff's loan documents or that Plaintiff has accepted a deed in lieu of foreclosure, the Receiver
 12 shall, without further order of the Court, turn over possession of the Real Property Collateral to the
 13 successful purchaser or Defendant or Plaintiff, as the case may be.

14 27. Plaintiff's notification of termination. Plaintiff shall notify the Receiver in writing
 15 within 48 hours of any event within Plaintiff's knowledge that terminates the receivership.

16 28. Receiver's final report and account and discharge.

17 a. Motion required. Discharge of the Receiver shall require a Court order upon
 18 noticed motion for approval of the Receiver's final report and account and exoneration of the
 19 Receiver's bond, if any.

20 b. Time. Not later than 60 days after the receivership terminates, the Receiver
 21 shall file, serve, and obtain a hearing date on a motion for discharge and approval of the final report
 22 and account.

23 c. Notice. The Receiver shall give notice to all persons of whom the Receiver is
 24 aware who have potential claims against the receivership Real Property Collateral.

25 d. Contents of motion. The motion to approve the final report and account and
 26 for discharge of the Receiver shall contain the following:

27 (1) Declaration or declarations. A declaration or declarations: (i) stating
 28 what was done during the receivership, (ii) certifying the accuracy of the final accounting,

(iii) stating the basis for the termination of the receivership (such as - foreclosure or reinstatement), and (iv) stating the basis for an order for the distribution of any surplus or payment of any deficit.

(2) Accounting summary. A summary of the receivership accounting, which shall include (i) the total revenues received, (ii) the total expenditures identified and enumerated by major categories, (iii) the net amount of any surplus or deficit, and (iv) evidence of necessary supporting facts.

29. Plaintiff's notice to Receiver. Plaintiff shall promptly notify the Receiver in writing of the names, addresses, and telephone numbers of all parties who appear in the action and their counsel. The parties shall give notice to the Receiver of all events that affect the receivership.

30. Bankruptcy – Plaintiff's duty to give notice. If a defendant files a bankruptcy case during the receivership, Plaintiff shall give notice of the bankruptcy case to the Court, to all parties, and to the Receiver as soon as practicable after the day on which Plaintiff receives notice of the bankruptcy filing.

31. Bankruptcy. If the Receiver receives notice that a bankruptcy has been filed and part of the bankruptcy estate includes property that is the subject of this order, the Receiver may apply to the bankruptcy court to retain legal counsel to assist the Receiver with issues arising out of the bankruptcy proceedings that affect the receivership.

32. THE COURT ORDERS that defendant TEE INVESTMENT COMPANY, LIMITED PARTNERSHIP, and any other person or entity who may have possession, custody or control of the Real Property Collateral, including any of its agents, representatives, assignees, and employees shall do the following:

a. Turn over property. Turn over to the Receiver possession of the Real Property Collateral after the Court executes this order and all Additional Property; and on or before 5:15 p.m. on June 7, 2010, (i) turn over all modalities of access to the Real Property Collateral and the Additional Collateral, including without limitation all master keys, all unit keys, all keys to common areas, all passwords and all magnetic cards, and all security deposits, prepaid rent, other rental or lease payments, and funds in any bank accounts for the Real Property Collateral, and (ii)

1 advise the Receiver of federal taxpayer identification numbers relating to the Real Property
2 Collateral.

3 b. Turn over subsequent receipts. Monitor any accounts into which
4 subsequent receipts may be deposited, by automatic payment or otherwise, not less than once each
5 business day, and turn over all such receipts within not less than 36 hours after each deposit.

6 c. Turn over information and remaining property. On or before June 28,
7 2010, turn over to the Receiver all other Real Property Collateral and Additional Collateral and all
8 other books, documents, and records relating to the Real Property Collateral, including without
9 limitation all Property Information and all Housing Assistance Information.

10 d. Insurance.

11 (1) Immediately advise the Receiver about the nature and extent of
12 insurance coverage on the Real Property Collateral.

13 (2) Immediately name the Receiver as an additional insured on
14 each insurance policy on the Real Property Collateral.

15 (3) DO NOT cancel, reduce, or modify the insurance coverage.

16 e. Restraints. Refrain from

17 (1) committing or permitting any waste on the Real Property
18 Collateral or any act on the Real Property Collateral in violation of law or removing, encumbering,
19 or otherwise disposing of any of the fixtures on the Real Property Collateral;

20 (2) demanding, collecting, or in any other way diverting or using
21 any of the rents or other income from the Real Property Collateral;

22 (3) interfering in any manner with the discharge of the Receiver's
23 duties under this order;

24 (4) selling, transferring, disposing, encumbering, or concealing the
25 Real Property Collateral without a prior Court order; and

26 (5) doing any act that will impair the preservation of the Real
27 Property Collateral or Plaintiff's interest in the Real Property Collateral.

28 33. The Receiver is authorized to open new customer accounts with each utility that

1 provides essential services to the Real Property Collateral.

2 34. All parties to this action shall bring any future litigation involving the use, possession
3 or control over the Real Property Collateral in this Court or the parties to such litigation shall first
4 obtain leave of this Court except the Receiver is authorized and granted leave to bring any unlawful
5 detainer actions relating to the Real Property Collateral in any court.

6 IT IS SO ORDERED.

7 DATED this 7th day of June, 2010.

8
9 
DISTRICT JUDGE

10 Submitted by:

11 DUANE MORRIS LLP

12
13 By: /s/ Lucas M. Gjovig
14 Lucas M. Gjovig
15 SBN 10053
16 Attorneys for Plaintiff
17 WBCMT 2006-C27 PLUMAS STREET, LLC
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EXHIBIT 1

Legal Description

PARCEL 1

All that certain real property lying within the exterior boundaries of LAKERIDGE APARTMENTS PHASE II, a Condominium Conversion, filed in the office of the Washoe County Recorder, State of Nevada, on April 28, 1981, as File No. 736066, as Tract Map No. 1986, further described as follows:

COMMENCING at the East one quarter corner of Section 35, Township 19 North, Range 19 East, M.D.B. & M., thence North $32^{\circ}05'39''$ West 2,032.56 feet to a point on the Westerly right of way of PLUMAS STREET; and the TRUE POINT OF BEGINNING, thence along said Westerly right of way South $05^{\circ}29'49''$ East 822.38 feet, thence continuing along said Westerly right of way, Southeasterly along an arc of a curve to the left, having a radius of 1,040.00 feet, concave Northeasterly, a central angle of $06^{\circ}05'21''$, and a length of 110.53 feet; thence leaving said Westerly right of way and continuing North $58^{\circ}13'23''$ West 133.36 feet; thence North $20^{\circ}46'21''$ West 318.70 feet; thence North $72^{\circ}34'49''$ West 337.45 feet, thence North $34^{\circ}41'43''$ West 110.68 feet; thence North $16^{\circ}27'36''$ East 91.76 feet; thence North $05^{\circ}11'40''$ West 55.23 feet; thence North $27^{\circ}57'03''$ East 55.47 feet; thence North $60^{\circ}38'32''$ East 36.72 feet; thence North $11^{\circ}01'52''$ West 67.81 feet; thence North $78^{\circ}33'49''$ East 459.27 feet to the TRUE POINT OF BEGINNING.

PARCEL 2

All that certain real property being a portion of the Amended Plat of LAKERIDGE APARTMENTS PHASE I, a condominium conversion filed in the office of the County Recorder of Washoe County, State of Nevada, on March 29, 1989 as Instrument No. 1313633, Tract Map No. 2570, further described as follows:

Beginning at the Southeast corner of said Lakeridge Apartments, Phase I, from which the East $\frac{1}{4}$ corner of Section 35, T. 19N., R. 19 E., M.D.B.&M., bears S $32^{\circ} 05'39''$ E., 2,032.56 feet, said point also being on the Westerly right-of-way of Plumas Street, thence North $05^{\circ} 29'49''$ West along said Westerly line 295.72 feet; thence South $78^{\circ} 33'49''$ West, 363.06 feet; thence South $10^{\circ} 55'49''$ East, 294.15 feet, thence North $78^{\circ} 33'49''$ East, 335.06 feet to the point of beginning.

PARCEL 3

All right, title and interest in and to that certain easement and/or agreement created pursuant to that Easement Grant and Agreement recorded on December 9, 1980 in Book 1578, Page 290, as Instrument No. 711316 in the Official Records of Washoe County, Nevada.

PARCEL 4

All right, title and interest in and to that certain easement and/or agreement created pursuant to that Declaration of Covenants, Conditions, and Restrictions recorded June 5, 1981 in Book 1638, Page 233, as Instrument No. 742249, in the Official Records of Washoe County, Nevada as modified by instruments recorded on February 27, 1985 in Book 2135, Page 453, as Instrument No. 981278, December 11, 1989 in Book 3005, Page 657, as Instrument No. 1367888; November 17, 1998 in Book 5463, Page 866, as Document No. 2275760 and recorded October 25, 1999 as Document No. 2391771 all in the Official Records of Washoe County, Nevada.

PARCEL 5

All right, title and interest in and to that certain easement and/or agreement created pursuant to that Declaration of Covenants, Conditions and Restrictions recorded on February 4, 1983 in Book 1830, Page 904, as Instrument No. 837299 in the Official Records of Washoe County, Nevada as modified by instruments recorded on February 27, 1985 in Book 2135, Page 451, as Instrument No. 981277 and December 11, 1989 in Book 3005, Page 657, as Instrument No. 1367888 all in the Official Records of Washoe County, Nevada.

PARCEL 6

All right, title and interest in and to that certain easement and/or agreement created pursuant to that instrument entitled LITTLE WHEELER PARK AGREEMENT, recorded on December 11, 1989 in Book 3005, Page 657, as Document No. 1367888 in the Official Records of Washoe County, Nevada as modified by instrument recorded on December 4, 1998 in Book 5488, Page 117, as Document No. 2282233 Official Records.

AND

PARCEL 7

All right, title and interest in and to that certain easement and/or agreement created pursuant to that Agreement and Covenant recorded on December 15, 1989 in Book 3008, Page 249 as Document No. 1369154 in the Official Records of Washoe County, Nevada.

APN's: 042-171-01 through 32, inclusive;
042-172-01 through 10, inclusive;
042-181-01 through 41, inclusive;
042-182-01 through 16, inclusive; and
042-183-01 through 27, inclusive.